the damages are not liquidated and the jurors differ as to the amount, a verdict which is the result of a compromise is unobjectionable. *Bryson v. Chicago, B. & O. Ry.* (1894) 89 Iowa, 677, 57 N. W. 430. *Hamilton v. Oswego Waterworks* (1900) 163 N. Y. 562, 57 N. E. 1111. But where the amount of the verdict cannot be justified upon any hypothesis to be drawn from the evidence, but represents the result of a compromise—in order to reach a verdict at all—between the jurors who are in favor of a verdict for the plaintiff and the jurors who are in favor of a verdict for the defendant, it will be set aside. *New Home Sewing Machine Co. v. Simon* (1900) 107 Wis. 368, 83 N. W. 649; *Alden v. Sacramento Suburban Fruit Lands Co.* (1917) 137 Minn. 161, 163 N. W. 133. The result reached in the instant case is clearly correct, but, as most verdicts are more or less a matter of compromise—and are not invalid on that account—it is submitted that the decision should rest squarely on the theory of inadequate damages. *Cf. Tathwell v. City of Cedar Rapids* (1903) 122 Iowa, 50, 97 N. W. 96; *cf. Toledo Rys. & Light Co. v. Mason* (1910) 81 Oh. St. 463, 91 N. E. 292. It would seem, where the damages are liquidated, that the ground of insufficient damages is identical with that of a verdict contrary to the evidence.

EVIDENCE—HEARSAY—STATEMENTS THROUGH INTERPRETER.—Proceedings for disbarment were instituted against the defendants on the ground of misrepresentations to their clients. During the proceedings the clients were permitted to testify as to the representations, which were made in the English language and understood by the clients through the translations of an interpreter whom they had brought at the direction of the defendant. *Held,* that the evidence was properly admitted. *In re Coburn* (1919, Mich.) 174 N. W. 134.

It is clear that words which a witness has understood only by the translation of another are hearsay. And the general rule is that the witness cannot therefore testify as to what was said. *People v. Lee Fat* (1880) 54 Calif. 527. This is true, even if the testimony is as to what was said at a previous trial or examination, and is based on a stenographic report. *State v. Terline* (1902) 23 R. I. 530, 51 Atl. 204; but see *Fabrigas v. Mostyn* (1773, K. B.) 20 How. St. Tr. 82, 123. It has been held that it is immaterial that the interpreter testified as to the accuracy of his original translation. *People v. John* (1902) 137 Calif. 220, 69 Pac. 1063. But there is reason to doubt the soundness of this decision, as the effect of it would be to prevent the admission of any testimony given at a previous trial unless remembered or noted by the interpreter. See Wigmore, *Evidence* (1905) sec. 751, note. Some cases, on the theory that the interpreter at a trial is himself a witness, admit testimony as to his statements, if he is dead, or sick, or otherwise so situated that his declarations at a former trial would be admitted. *Schearer v. Harber* (1871) 36 Ind. 536. However, there is one main exception to the above rules, and on it the instant case is based—that if a party selects an interpreter for his communication, that interpreter is his agent, and the interpreter's words are to be regarded *prima facie* as his own. *Commonwealth v. Vose* (1892) 157 Mass. 393, 32 N. E. 355. Obviously in a trial, examination, or investigation, where there is an official interpreter, the theory of agency cannot apply. See *Sharp v. McIntire* (1896) 23 Colo. 99, 46 Pac. 115. But in the determination of the terms of a contract the rule is often applied, and there the interpreter can be regarded as either an automaton or an agent. *McCormicks v. Fuller* (1881) 56 Iowa, 43; but see *Diener v. Diener* (1856) 5 Wis. 483, 527. And in the case of admissions or confessions, testimony as to what was said through an interpreter is likewise permitted. *Commonwealth v. Vose, supra.* Since the application in the case of contracts is analogous to that in the case of admis-

sions and confessions, and is most frequent in the latter, these rules are generally discussed under admissions by text writers. See Wigmore, *Evidence* (1905) sec. 1810; Chamberlayne, *Evidence* (1911) sec. 1350; Jones, *Evidence* (Horwitz ed. 1913) sec. 265. But it is clear that the statements to be testified to need not on principle be admissions, and courts have permitted the introduction of testimony as to what was said through an interpreter in order to impeach the credibility of witnesses. *Meacham v. The State* (1903) 45 Fla. 71, 33 So. 983; *cf. People v. Jailles* (1905) 146 Calif. 301, 79 Pac. 965.

EVIDENCE—JUDICIAL NOTICE OF A CITY ORDINANCE ON APPEAL.—The defendant was convicted in the Municipal Court of Chicago of a violation of a city ordinance, the judge taking judicial notice of the ordinance. The defendant appealed without making the ordinance a part of the record by a bill of exceptions. *Held,* that the Supreme Court could not take notice of the ordinance, even though the Municipal Court had done so. *City of Chicago v. Lost* (1919, Ill.) 124 N. W. 580.

It is the general rule that a municipal court must take judicial notice of the ordinances of the municipality wherein its jurisdiction lies. *State v. Fulco* (1914) 135 La. 269, 65 So. 239; *Portland v. Yick* (1904) 44 Ore. 439, 75 Pac. 706; *contra, City of St. Louis v. Young* (1911) 235 Mo. 44, 138 S. W. 5. But a state court, upon the original trial of a case, will not take judicial notice of ordinances, nor will a court which has a dual jurisdiction, municipal and state, when it is acting in the latter capacity. *State v. Pinyan* (1915) 17 Ariz. 123, 149 Pac. 316; *People v. Quider* (1912) 172 Mich. 280, 137 N. W. 546. An interesting situation arises where there is an appeal to a state court from a municipal court which *has* judicially noticed an ordinance. The cases on the point fall into three classes. The first class, of which the principal case is an example, hold that the appellate court will not notice the ordinance, and that it must be incorporated in the record on appeal. *Thomas v. State* (1915) 13 Ala. App. 421, 69 So. 413; *Porter v. City of Thomasville* (1915) 16 Ga. App. 313, 85 S. E. 283; *Karchmer v. State* (1911) 61 Tex. Cr. Rep. 221, 134 S. W. 700. This is the weight of authority and may be justified on grounds of policy. A state court could hardly be expected to take cognizance of the vast mass of poorly collected and poorly reported legislation turned out by the law-making bodies of numerous cities, towns, and villages. The second class of cases hold that the appellate court must take notice of the ordinance if the municipal court did so. *Sidelsky v. Atlantic City* (1913, Sup. Ct.) 84 N. J. L. 198, 86 Atl. 531; *City of Milbank v. Cronlokken* (1912) 29 S. D. 46, 135 N. W. 711; *Village of Minnesota v. Martin* (1914) 124 Minn. 498, 145 N. W. 383 (by statute). This view seems more logical and is analogous to the rule that the power of the Supreme Court of the United States to take judicial notice is co-extensive with the power of the court from which appeal is taken. *Cf. Hanley v. Donoghue* (1885) 116 U. S. 1, 6 Sup. Ct. 242. The third class of cases hold that if the appellate court is trying the case *de novo,* it must notice whatever the municipal court noticed, but that if the appellate court is reviewing the case, it will not take notice. *Foley v. State* (1894) 42 Nebr. 233, 60 N. W. 574; *Steiner v. State* (1907) 78 Nebr. 147, 110 N. W. 723; *cf. Portland v. Yick, supra.* It is submitted that in view of the disorderly and unsystematized condition of municipal records, the principal case represents the best rule, although it seems wrong in theory, and although it offers a fatal trap to an unwary attorney for the appellant.

PLEADING — ACCOUNT STATED — GENERAL DENIAL — EVIDENCE. — The plaintiff brought an action upon an account stated. The defendant entered a general